



City of Santa Barbara

CDBG

Community Development Block Grant

**CONSTRUCTION PROJECTS
MANUAL**

April 2012

City of Santa Barbara

Community Development Block Grant Construction Projects Manual

Community Development Department - Housing and Redevelopment Division

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Introduction

This CDBG Construction Projects Manual has been created to assist your agency in ensuring compliance CDBG program regulations established by the U.S. Department of Housing and Urban Development (HUD), related federal statutes and those required by the City of Santa Barbara. Please refer to the Subgrantee Manual for Public Service CDBG and Human Services grant requirements.

The Community Development Department (CDD) is committed to helping you understand and comply with these requirements. If any of the topics discussed below need further clarification, do not hesitate to contact CDD staff. We will assist you every step of the way.

General

CDBG funding is strictly contingent upon the following:

1. CDD has received and signed the contract between the City of Santa Barbara and the Department of Housing and Urban Development (HUD) and CDBG entitlement funds are awarded in an amount sufficient to meet Agency's recommended & approved funding amount;
2. Environmental Reviews are completed and/or submitted to HUD and CDD is in receipt of the "Authority to Use Grant Funds"; and
3. "AGREEMENT FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS" between Agency and CDD is finalized and Agency has received the fully executed MOU/Contract.

Should there be any disagreement between your Contract provisions and this manual, the Contract shall take precedence. Unless specified otherwise, CDD shall have the authority to represent the City regarding the terms and conditions of your contract.

Funds cannot be committed and costs cannot be incurred prior to satisfaction of Items 1, 2, 3 above. Construction cannot commence unless and until Agency is in receipt of "Notice to Proceed" from CDD.

Typically items 1 and 2 are completed in late September or October, even later if your building is more than 50 years old, or if it is located in a flood zone.

Agency may commence preliminary preparations including design, plans, scope of work, and begin preparing the bid packet using the prescribed solicitation procedure outlined below. Any commitments, contracts or agreements made or costs incurred during this period shall be the sole responsibility of the Agency with the understanding that any costs incurred shall not be reimbursed from CDBG grant funds.

Agency may not carry out the project in piecemeal in order to avoid triggering the financial thresholds for labor laws and procurement processes.

Labor Laws and Requirements

The labor laws that may apply to CDBG-funded construction work include the following:

- **Davis/Bacon Prevailing Wages** - The Davis-Bacon Act (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) is triggered when any construction work over \$2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area.
 - **Prior to soliciting bids (at minimum 10 days, but no more than 30) Agency shall contact CDD staff to obtain the most recent Wage Determination.** Further instructions are provided in the Procurement Process section below.
- The **Copeland Anti-Kickback Act** (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.

- The **Contract Work Hours and Safety Standards Act** (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
 - The Davis Bacon Act requires that workers receive overtime compensation for hours they have worked in excess of 40 hours in one week, regardless of contract amount.
- **Section 3 Economic Opportunities** (24 CFR 135.3) - Section 3 is a provision of the Housing and Urban Development Act of 1968. It is intended to ensure that when employment or contracting opportunities are generated because a covered project necessitates the employment of additional persons, or when contract work is awarded, preference must be given to low and very low-income persons or business concerns residing or doing business in the community where the project is located.
 - Capital projects in excess of \$200,000 (or \$100,000 to a single contractor) funded in whole or in part with CDBG funds are subject to Section 3. Section 3 requires a higher level of documentation and reporting that only apply to certain recipients. **If your project is subject to Section 3, you must contact CDBG staff prior to soliciting bids to obtain the required additional information and documentation.**
- **Equal Employment Opportunity** - Contracts over \$10,000 are subject to Executive Order 11246 which prohibits employment discrimination by Federal contractors and subcontractors and federally-assisted construction contractors and subcontractors.
 - Contractors with 50 or more employees and contracts over \$50,000 require the submission of a SF-100 form (EEO-1).

Procurement Procedures

All sub-grantees of Community Development Block Grant (CDBG) funds for capital improvements and/or purchases must adhere to a competitive bidding process.

General Bid Procedures

Following are the basic requirements of Competitive Bidding:

- Placing legal ads in newspapers, trade journals, and/or use of a bidders list;
- Contracts cannot be extended or renewed without reopening the bid process;
- Sub-grantees cannot use any firms on HUD's Debarment and Suspension List (check with CDD staff or you may print a copy via www.epls.gov and submit to CDD staff);
- No employee, officer or agent of the sub-grantee shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a **conflict of interest**, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the above, has a financial interest in the firm selected for the award;

- A cost analysis (i.e. verification of the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits) is required.
- At least 3 bids should be received.

Procurement methods

Sub-grantees shall use one of the following methods of procurement:

1. **Small Purchases Method** – used for securing goods or services, such as professional consulting, design, supplies or other commodities that do not exceed a total of \$100,000. **This method shall not be used to acquire construction contractors; you must use the Sealed Bids method below.**
 - Price or rate quotations must be obtained from an adequate number of qualified sources (three to five);
 - Vendors may be phoned and their names, addresses and price or rate quotations shall be documented and provided to CDD staff;
 - Catalogues or price lists may be used;
 - Vendors whose information is the most responsive to the item being procured should be selected;
 - Written solicitation and written responses should be utilized for higher dollar and/or more complex purchases.
2. **Competitive Proposals Method** – for solicitation of professional engineering or architectural services, where the total cost will exceed \$100,000. Under this procurement method, the grantee must publish a written request for submissions and then review these submissions based on established selection criteria.
 - A. The grantee must solicit proposals from an adequate number of qualified sources. Under this approach, there are two possible methods of soliciting proposals.
 - A request for proposals (RFP) asks that bidders or applicants submit both qualifications and cost information.
 - A request for qualifications (RFQ) can be used for enlisting architecture and engineering services. It only asks for information on the applicant's expertise/experience and not on cost, subject to a negotiation, of fair and reasonable compensation. When acquiring any service that is not architecture or engineering, the full RFP process must be used.

When acquiring architectural or engineering services, either a RFP or a RFQ may be used.

NOTE: If an architectural or an engineering firm is being hired to provide a non architectural/engineering service that service must be procured using either the small purchases process outlined above or a RFP. For example, some engineering firms also provide construction and grants management services. In that situation, a RFQ cannot be used and either the small purchases (if it is less than \$100,000) or a RFP must be used.

B. When the Competitive Proposal Method is utilized, the following requirements apply:

- **Publication Period**

Proposals must be solicited from an adequate number of qualified sources and an advertisement must be published. RFPs/RFQs should be published for a sufficient time before the proposals/qualifications are due.

- **Clear Definition**

The RFP/RFQ must identify the general scope of work and all significant factors of evaluation, including price where appropriate, and their relative importance.

- **Technical Evaluation**

The Agency must provide a mechanism for technical evaluation of the proposals received, determinations of responsible applicant and the selection for contract award.

- **Award**

Award may be made to the responsible applicant whose proposal will be most advantageous to the Agency, with price and other factors considered. Unsuccessful applicants should be notified promptly. The contract can be either a fixed price or a cost reimbursement type.

3. **Sealed Bids Method** – Sealed bids (Formal Advertising) must be used for all construction contracts, or for purchases costing more than \$100,000.

Competitive sealed bidding requires publicly solicited sealed bids and a firm-fixed-price lump sum or unit price contract that is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

A. In order for the Sealed Bids Method to be feasible, the following minimum conditions must be present:

- A complete, adequate and realistic specification or itemization of work is available to proposed bidders.
- Two or more licensed contractors are willing and able to compete effectively for the Agency's proposed construction project.
- The procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can appropriately be made principally on the basis of price.

B. When the competitive sealed bid (formal advertising) method is used, the following requirements apply:

- **Publication**

The invitation for bids must be publicly advertised and bids solicited from an adequate number of suppliers. The announcement or invitation should be published at least once in a newspaper of general circulation, providing sufficient time for bids to be submitted prior to public bid opening. If the publication

period is not of sufficient time to attract adequate competition, the bid may have to be re-advertised.

- It is recommended that the bid announcement state that the bid packet is available for pick up during your Agency's business hours. Provide a contact name and number so that interested contractors can call prior to picking up the packet, thus possibly reducing printing costs.

- **Clear Definition**

The invitation for bids, including specifications and pertinent attachments, must clearly define and itemize the project, services and scope of work needed in order for bidders to properly respond to the invitation. Sample advertisement language is provided (see appendix).

- **Bid packet must include the following:**

1. Introduction
 - a. Project location address
 - b. Clear definition of the project specifications and scope of work or services needed
 - c. Labor Standards Provisions

The following language must be included in the introduction: *"This is a federally-assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions **HUD-4010** will be incorporated into the successful bidder's contract and is attached hereto as **Attachment A**. Contractors, including all subcontractors and apprentices, must be eligible to participate. Federal Wage Determination # _____ is incorporated herein and is attached hereto as **Attachment B**"*
 - d. For Section 3 Projects (as defined above) the following language is required: "This project is subject to Sect. 3 Economic Opportunities to Low and Very-Low Income Persons and Business Concerns. Bidders seeking Sect. 3 preference as defined in the invitation for bids must submit a Business Certification Form and required documentation."
2. Business Certification Form (see appendix)
3. Contractor's/Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements (see appendix)
4. Certification by Proposed Contractor/Subcontractor Regarding Equal Employment Opportunity (see appendix)
5. Bidder's Certification (see appendix)
6. Bidder's Questionnaire (see appendix)
7. Form 4010 (see appendix)

8. Wage Determination - Contact CDD staff prior to soliciting bids (at minimum 10 days, but no more than 30) to obtain the most current version.
9. Notice of time and place for bid opening.

- **Public Bid Opening**

All bids must be opened publicly at the time and place stated in the invitation for bids. The public is allowed at that time to review the bids.

- **Selection and Contracting**

A firm-fixed-price contract award must be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life span of materials and warranties must be considered in determining which bid is lowest.

- **Rejection of all Bids**

All bids may be rejected when sound documented reasons exist. Such documentation shall be made a part of the Agency's files.

4. **Non-Competitive Method** – This method may only be used with approval of CDBG staff (when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies):

- Item is available only from single source;
- Public exigency or emergency for the requirement will not permit a delay resulting from competitive bid solicitation;
- After solicitation of a number of sources, competition is determined inadequate.

Bonding Requirements

Federal regulations require that projects over \$100,000 obtain bid, performance and payment bonds. For projects less than \$100,000 it is advisable that agency require such bonds from prospective and hired contractors.

- A bid bond, or bid guaranty/surety, is established by a surety (bank or insurance company) and guarantees that the winning bid can be honored and the successful bidder will enter into a contract with the Agency. If the lowest bidder fails to honor these commitments, the owner is protected, up to the amount of the bid bond, usually for the difference between the low bid and the next higher responsive bid, or 5 to 10% of the bid amount.
- A Performance Bond secures the contractor's promise to perform the contract in accordance with its terms and conditions, at the agreed upon price, and within the time allowed. Typically the amount, or penal sum, of a performance bond is the amount of the construction contract.
- A Payment Bond protects certain laborers, material suppliers and subcontractors against nonpayment on behalf of the contractor. Payment bonds may be the only protection subcontractors have if they are not paid for the goods and services they provide to the

project. The penal sum in a payment bond is often less than the total amount of the prime contract, and is intended to cover anticipated subcontractor and supplier costs.

NOTE: California Civil Code 3247 requires payment bonds in publically-funded projects exceeding over \$25,000.

The following minimum bond requirements **apply** to City of Santa Barbara CDBG construction projects over \$100,000:

- A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

Contracts and Documentation

- Agency shall enter into a written contract with selected contractor. A sample contract is provided (see appendix). ***Agency is strongly encouraged to use the CDD-provided contract template.*** Agency may use its own contract, but must ensure that all the mandatory language and provisions are included and Agency must obtain CDD approval of the contract PRIOR TO EXECUTION to ensure that all applicable requirements which assume compliance with Federal, State, or local regulations have been incorporated. HUD Form 4010 and the appropriate Wage Determination must be incorporated into the contract as Exhibits A and B, respectively.
- City Neighborhood Improvement Task Force projects that use Purchase Orders must also incorporate the appropriate Davis-Bacon Language and attach HUD Form 4010, and the appropriate Wage Determination as Exhibits A and B. A sample PO is attached (see appendix).
- Contractor and all subcontractors shall submit to CDD Certificates of Insurance for General Liability and Worker's Compensation.
- Agency shall submit to CDD the following:
 1. Bid Summary Sheet (see appendix)
 2. Copy of the bid notice
 3. Copy of the specifications (bid packet)
 4. Copy of all bids received
 5. Copy of the contract
- Once all the aforementioned documentation is submitted and is satisfactory, CDD will schedule a MANDATORY Pre-Construction Conference. A representative from the selected contractor and any subcontractors, including bookkeeping/payroll staff, and an agency representative shall attend this meeting. CDD staff will review all the Federal

Labor Standards requirements, including but not limited to the Davis Bacon Act. If not previously provided, required contractor forms will be completed by contractor during the meeting or returned to CDD staff prior to commencement of construction.

- Construction may not begin until a Notice to Proceed is provided to Agency by CDD staff.
- Payment schedule is agreed upon between Agency and Contractor. Any request for payment or payment made to contractor requires PRIOR written approval from CDBG Staff.
- Documents required prior to CDD staff authorizing payment, include but are not limited to the following:
 - Agency Request for Reimbursement form (see appendix) – Note: Agency should NEVER pay contractor without prior authorization from CDD.
 - Labor and material releases – submitted with Contractor's Request for Payment
 - Copy of work invoice and/or materials receipt(s)
 - Certified Payroll form WH-347 (provided at Pre-construction conference) covering each employee for each week worked during period covered by request for payment.
- Change Orders require PRIOR written City approval
- Ten percent (10%) of each contract or total grant amount (whichever is applicable) will be held by the City for a minimum of thirty-five days after recordation of Notice of Completion. This is to ensure completion of work and payment for materials and services and to ensure compliance.

Post Construction

Agency shall immediately notify CDD staff upon completion of the project in order to schedule an on-site inspection with CDD staff, contractor and agency representative. If deficiencies are noted other than minor "punch list" corrections, Contractor shall be responsible for correcting or completing the items identified prior to the filing of a "Notice of Completion". The "Notice of Completion" must be signed by the Agency representative and filed with the County Clerk Recorder within 10 days of the project completion date.

Provide to CDD Before and After pictures of the project.

Final Payment

When all work, has been completed, Contractor shall submit a request for the final payment. Agency and City CDBG shall approve payment of the retention amount to Contractor provided Contractor has provided the following:

- Evidence that the City Building Permit has been signed off by the City Building and Safety Division.
- An executed "Waiver & Affidavit" completed by CDD staff

Note: The City of Santa Barbara reserves the right to withhold payments of funds to Sub-grantees and/or contractors beyond 35 days who fail to comply with all federal, state and local regulations pertaining to federally funded construction projects.

Reports:

Agency is required to submit reports on a quarterly basis, due within 7 days after the end of the quarter (see appendix).

- The reporting periods are
 - Q1 – July – September
 - Q2 – October – December
 - Q3 – January – March
 - Q4 – April – June

Agency shall also submit a Year-End Report due on or before July 30 (see appendix).

Appendix

NOTE: These forms may be updated at any time due to program requirements. You are advised to 1) Confer with CDBG staff to obtain current version or 2) Use version posted on CDBG website

<http://www.Santabarbaraca.gov/Resident/Health/CDBG/>

1. [Sect. 3 Business Certification form](#)
2. [Contractor's/Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements](#)
3. [Certification by Proposed Contractor/Subcontractor Regarding Equal Employment Opportunity](#)
4. [Bidder's Certification](#)
5. [Bidders Questionnaire](#)
6. [Form 4010](#)
7. [Sample Advertisement language](#)
8. [Sample Contract](#)
9. [Sample Purchase Order](#)
10. [Bid Summary Sheet](#)
11. [Agency Request for Reimbursement](#)
12. [Conditional Waiver and Release upon Progress Payment](#)
13. [Waiver and Affidavit](#)
14. [Quarterly Report](#)
15. [Year End Report](#)

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business

Address of Business

Type of Business: ☐ Corporation ☐ Partnership
 ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and
% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles
and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

**For business claiming Section 3 status by subcontracting 25 percent of the dollar
awarded to qualified Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce
are currently Section 3 residents or were Section 3 eligible residents within 3 years of
date of first employment with the business:**

- | | |
|--|--|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3
years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____

Attachment _____
CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant – City of Santa Barbara
Davis Bacon and Related Acts (DBRA)

Project Name: _____ Project Number: _____

1. The undersigned, having executed a contract with _____
(Agency Name)
for _____ in the amount of \$ _____
(Nature of Work)

for the above-identified project, certifies that:

- (a) The Labor Standards Provisions of The Contract for Construction (HUD form 4010) are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comp General of the United States pursuant to Section 5.12(a)(1) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - (c) No part of the aforementioned contract has been or will be subcontracted to a subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest in or is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. The undersigned agrees to obtain and forward to the contractor, for transmittal to the recipients within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirement, executed by the lower tier subcontractor, in duplicate.

- (a) The workers will report for duty on or about _____ (Date)

3. The undersigned certifies that:

- (a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):

☐ A Single Proprietorship

☐ A Corporation Organized in the State

☐ A Partnership

☐ Other - Describe: _____

Signature

Date

Attachment _____
**CERTIFICATION BY PROPOSED CONTRACTOR/SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
INSTRUCTIONS	
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p>	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code): 	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <div style="display: flex; justify-content: space-around; width: 100%;"><input type="checkbox"/> YES<input type="checkbox"/> NO</div>	
2. Compliance Reports were required to be filed in connection with such contract or subcontract. <div style="display: flex; justify-content: space-around; width: 100%;"><input type="checkbox"/> YES<input type="checkbox"/> NO</div>	
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1). <div style="display: flex; justify-content: space-around; width: 100%;"><input type="checkbox"/> YES<input type="checkbox"/> NO<input type="checkbox"/> NOT REQUIRED</div>	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <div style="display: flex; justify-content: space-around; width: 100%;"><input type="checkbox"/> YES<input type="checkbox"/> NO</div>	
Name and Title of Signer (please type) 	
Signature	Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant – City of Santa Barbara**

P.O. Box 1990
630 Garden Street
Santa Barbara, CA 93101
(805) 564-5461

Bidder's Certification

Bidder hereby certifies (s)he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her. Bidder further certifies that the proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of project or of any other bidder or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Santa Barbara, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Date

Bidder

By _____

Title

BIDDER QUESTIONNAIRE

Bidder's Name: _____

Address: _____

Telephone #: _____

Number of years engaged in the contracting business under present business name _____

List the last three contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.

Year	Type of Work	Contract Amount	Location	For Whom Performed

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(II) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(II)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(II)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(I) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(I) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . Influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SAMPLE INVITATION TO BID

(*Agency name*) is soliciting sealed bids for (project description) located at (*address*). The scope of work consists of but is not limited to: (*list specifications*).

(*Agency name*) will receive sealed bids until (*deadline time and date*) for the proposed work at (*location where bids will be accepted*) at which time and place all bids will be publicly opened and read aloud. For bids to be considered responsible contractors must attend a mandatory job walk at (*time and date*) at the job site of (*address*).

Contract documents, including specifications, may be obtained by visiting (*address or website*).

Bids in excess of \$XX,XXX shall be accompanied by a bid guarantee in the form of a money order, cashiers check, certified check or bank draft payable to the Sponsor, U.S. Government bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five (5%) of the bid. No bid may be withdrawn for a period of thirty (30) days after bid opening.

All bidders will be required to certify that they are not on the federal Consolidated List of Debarred, Suspended and Negligible Contractors. The contract documents required to accompany all bids (Certifications, bid bond, form of bid, etc.) shall be in an envelope which shall be clearly labeled with the words "Contract Bid Documents" and show the project identifications, name of bidder, name of project and date and time of opening.

All labor shall be required to be paid at a rate of not less than the current Federal Davis Bacon Prevailing Wage (*published with bid documents*).

Contracts awarded under these Contract documents in excess of \$XX,XXX shall be required to post both a performance bond or equivalent security and a Payment bond. The successful bidder will be required to furnish evidence of Worker's Compensation and Liability Insurance in the favor and amount as required by these contract documents.

The successful bidder will be required to comply with all nondiscrimination laws and regulations pursuant to the provisions of these contract documents.

(*Agency name*) reserves the right to postpone, accept or reject any all all bids as (*agency name*) deems in its own best interest, subject to the terms and provisions of the contract documents.

For any additional information please contact (*agency contact, phone and/or email*).

Publish date

AGENCY AND CONTRACTOR
CONSTRUCTION CONTRACT

This contract for construction ("Contract") is made and entered into the _____ day of _____, 20____, by and between _____ ("Contractor") with principal place of business located at _____ (address) _____ (City), California, 93____ working under State Contractor's License No. _____ AND _____ ("Agency").

1. GENERAL PROVISIONS

1.01 Purposes of Contract. Agency leases/owns the land and the building(s) popularly known as _____, (street address) Santa Barbara, California (hereinafter referred to as "the Property"). Agency has executed a grant agreement with the City of Santa Barbara through the City's Community Development Block Grant ("City CDBG") for the repair and/or rehabilitation of the Property. Such repair and/or rehabilitation is hereinafter referred to as the "Project". The purpose of this Contract is to obligate Contractor to rehabilitate and/or remodel the Property utilizing the financial assistance and in accordance with the requirements of the City CDBG program:

City of Santa Barbara
CDBG Program
630 Garden Street, Santa Barbara
P.O. Box 1990
Santa Barbara, CA 93102-1990

Mailing Address:

1.02 Contract Price.
Contractor shall be paid the amount of _____ DOLLARS (\$____) for the performance of the Contract. The Contract Price is determined by the bid made by Contractor dated _____, 20____, and accepted by Agency on _____, 20____, (hereinafter referred to as "Contractor's Bid and Proposal"). The Contract Price shall be paid to Contractor pursuant to Section 1.06 entitled "Method of Payment". If the Contract Price includes allowances, and the cost of performing the work is less than the allowance, the Contract Price shall be decreased accordingly through a written change order.

1.03 Statement of Work. Contractor shall furnish all labor, materials, supplies, machinery, equipment and services and shall perform and complete in a satisfactory and workmanlike manner rehabilitation and/or remodeling work on the Property as described in the Contract documents. Contractor shall supervise and direct the work and shall be fully responsible for all construction means, methods, techniques, sequences, and procedures and for the coordination of all portions of the Work under Contract. All materials shall be new, unless otherwise specified, and of good quality and title. All workers and subcontractors shall be skilled in their trades.

1.04 Notice to Proceed and Time for Completion of Work.

- (a) A written Notice To Proceed must be issued by CDBG prior to commencement of work. Work shall not commence until Contractor has received this Notice. If such Notice is not issued within 90 days from the date this contract is executed, Contractor has the option of withdrawing his/her Contract and Bid and Proposal, unless a written time extension is agreed to in accordance with Section 1.07 below. Work under this Contract shall commence within ten calendar days after the date the Notice To Proceed is issued and shall be completed within _____ (____) calendar days after the date the Notice To Proceed is issued ("Contract Time").

- (b) In agreeing to complete the work within the Contract Time, Contractor has taken into consideration and made allowance for ordinary delays and hindrances incident to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes, omissions, or otherwise.
- (c) Contractor shall be excused for any delay in completion of the Contract caused by acts of Nature, acts of Agency or Agency's Agent, inclement weather, wet or muddy grounds, acts of public utilities, public bodies or inspectors, extra work, failure of Agency to make progress payments promptly, or other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor, except for ordinary delays specified in Section (b) above; provided, however, that contractor promptly (within two days) notifies Agency and City CDBG, in writing, of the cause of the delay. If the facts show the delays to be excusable under the terms of the Contract, the time for completion shall be extended for a period equal to the amount of time lost due to such excusable delay.
- (d) If completion of the Project is delayed beyond the completion date and some, or all of the delays are not excusable, the parties agree that Contractor shall reimburse Agency for Agency's actual damages for each day of delay which is not excusable.
- (e) Time is of the essence in this Contract.

1.05 Contract Documents. This Contract shall consist of the general terms, conditions and references contained herein and the following documents ("Contract Documents"):

- Contractor's Bid and Proposal;
- Work Write-Ups; standard specifications; any applicable plans and drawings prepared or furnished by Agency or the City CDBG;
- City CDBG Program Requirements and Disbursement Instructions, and
- All modification and addenda included in or attached to these documents prior to the execution of this Contract.

1.06 Method of Payment.

- a) Any request for payment, claim, or any other documentation submitted for the purpose of issuance of any payment, transfer or allocation of funds under this contract or upon written request for payment submitted by Contractor on the form supplied by the City CDBG, and based on the progress of work and materials satisfactorily installed and in place at the time of the request for payment, as verified by Agency and the City CDBG inspector, Agency shall make, or cause to be made, progress payments to Contractor in accordance with the following:
 - PRIOR written authorization and approval of CDD-CDBG Staff.
 - "Conditional Waiver and Release Upon Payment" in the form prescribed by Section 3262 of the Civil Code from all subcontractors and persons supplying labor or materials to Contractor covered by the payment requested.
 - All required Davis-Bacon and Related Acts (DBRA) documentation, certified and approved pursuant to Attachment A.
- b) Contractor may receive up to _____ (____) progress payments, plus a final ten percent (10%) retention payment.

Such payments shall at no time represent more than ninety percent (90%) of the value of the work performed. DBRA documentation and Conditional Labor and Material Releases from all subcontractors supplying labor or materials to Contractor must accompany each request for payment.

- c) Final progress payment and payment of retention shall be made according to the procedures in Section 4 below.

1.07 Changes. The Agency, with the approval of the City CDBG, may change the scope of the work required by the Contract Documents by adding or deleting work or materials, and the contractor shall perform the work under this Contract thus modified. The Contract Price and Contract Time shall be equitably adjusted. No changes, additions, or deletions to the specifications for the work to be completed under this Contract, or Contract Price or Contract Time, shall be made without a prior written change order, signed by Agency, the City CDBG and Contractor. Each change order shall include a detailed description of the labor and/or materials to be added or deleted, and shall state any changes to the Contract Price or Contract Time.

1.08 Indemnification. Contractor agrees to investigate, defend, indemnify and hold harmless Agency and the City, their officers, employees and agents from any damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action which the Agency and City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this agreement.

1.09 Conflict of Interest. The parties to this Contract state that no present or former member or officer of the Agency or City CDBG staff, and no employee of the Agency or City CDBG who formulates policy or influences decisions with respect to Agency or CDBG had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

1.10 Termination.

- (a) Agency may, because of breach of the Contract by Contractor, terminate this Contract at any time by written notice to Contractor, provided Agency has given Contractor prior notice of the conditions causing the breach and has given Contractor a reasonable opportunity to correct the breach. Such termination shall be effective in the manner and upon the date specified in such notice and shall be without prejudice to any claims which Agency may have against Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this Contract and shall promptly proceed to cancel all existing orders and terminate all subcontracts insofar as such orders and/or subcontracts are chargeable to this Contract.
- (b) Upon Agency's termination of this Contract for breach of the Contract by Contractor, the Contract price shall be reduced by the amount of any and all claims which Agency may have against Contractor for damages incurred by Agency as a result of the breach, including the cost to Agency to have the work remaining under the Contract completed by another Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by Agency in effecting the termination of the Contract or completion of the performance of the contract work. Any Contract funds remaining, including amounts retained from progress payments, or other amounts otherwise earned by Contractor but not yet paid by Agency on the date of the termination, may be applied by Agency to the damages which it incurred as a result of Contractor's breach. The balance remaining, if any, after full completion of the Contract work shall be payable to Contractor. If Contract funds as indicated above are insufficient, Contractor shall be liable for any unpaid balance.

1.11 Written Notice. Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to Contractor, Agency or the City CDBG at the appropriate address stated on the front page of this Contract.

2. CONTRACTOR'S GENERAL OBLIGATIONS: Contractor shall be responsible for the following:

2.01 Insurance. As part of the consideration of this Agreement, Contractor agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage as specified in 1), 2), and 3) described below. All insurance coverage shall be placed with insurers that have a Best rating of no less than B+: XII; and are admitted insurance companies in the State of California. All other insurers require prior approval of Agency and the City.

- 1) General and Automobile Liability: Combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate of General Liability and Two Million Dollars (\$2,000,000) per occurrence of Automobile Liability insurance, including Bodily Injury and Property Damage. Such insurance shall include the following seven (7) items.
 - a) Extension of coverage to Agency and the City, their officers, employees and agents, as additional insureds, with respect to Consultant's liabilities hereunder in insurance coverage identified in item "1." above, but only as respects to the operations of the named insured. A copy of the endorsement evidencing that the Agency and City of Santa Barbara have been added as an additional insureds on the policy, must be attached to the certificate of insurance.
 - b) A provision that coverage will not be cancelled or subject to reduction until at least thirty (30) days' prior written notice has been given to Agency and the City.
 - c) A provision that Consultant's insurance shall apply as primary, and not excess of, or contributing with the Agency or the City.
 - d) Contractual liability coverage sufficiently broad so as to include the liability assumed by the Consultant in the indemnity or hold harmless provisions included in this Agreement.
 - e) A Cross Liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each.
 - f) Broad form Property Damage Endorsement.
 - g) Policy shall apply on an "occurrence" basis.
- 2) Workers' Compensation: In accordance with the provisions of the California Labor Code, Consultant is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance of this agreement. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such written notice by Agency or the City.
- 3) Professional Liability: Professional Liability (Errors and Omission) insurance with limits of liability of not less than One Million Dollars (\$1,000,000) to cover all services rendered by the Consultant pursuant to this Agreement. Said policy shall provide that Agency and the City shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

Approval of the insurance by Agency or the City or acceptance of the certificate of insurance by Agency or the City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of Agency and the City's rights to insurance coverage hereunder.

Contractor must provide evidence that it has secured the required insurance coverage before execution of this agreement. Contractor shall exercise due diligence to require all subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, Workers' Compensation, and Professional Liability insurance as set forth in 1), 2), and 3) of this section.

If, for any reason, Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Agency and the City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

2.02 Permits and Licenses. Obtain all permits and licenses and pay all fees and other charges necessary for the completion and execution of the work to be performed. School fees, if any, shall be paid by Agency.

2.03 Government Requirements. Perform all work in conformity with applicable state and federal laws and regulations and local building codes whether or not covered by the Contract Documents. If Contractor discovers any discrepancy between such laws or codes and the Contract Documents, Contractor shall immediately notify Agency and the City CDBG.

2.04 Maintenance of the Site. At all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's operation. At the completion of the project, remove all waste materials, rubbish, tools, construction equipment and machinery and leave Project site in a neat and clean condition. All waste shall be properly disposed of at a legal dump site. Storage of Contractor's materials and equipment during the performance of this Contract shall be under Contractor's responsible care and charge, and Contractor shall bear all loss to such materials and equipment except for loss caused by the willful acts of Agency.

2.05 Warranties. All materials and labor, including those of any subcontractor, shall be warranted for a period of one year from the date of the final progress payment provided for under Section 4.04; and Contractor shall provide Agency with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract prior to the release of the final progress payment. Contractor warrants that all materials, fixtures and equipment furnished by Contractor and its subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. Neither any payment nor occupancy of the Property by Agency shall constitute an acceptance of work not done in accordance with the Contract or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which may appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. Agency will give notice of observed defects with reasonable promptness.

2.06 Recordkeeping. Contractor shall maintain adequate invoices, receipts, job records and disbursement journals and such other records for the Project as may be usually kept in conjunction with projects of this type. Such records shall be available for inspection by the City CDBG or their authorized representatives, upon reasonable advance notice, during the period of this Contract. Contractor shall retain such records and make them available for audit by the City CDBG for a period of three years from the final payment under this Contract.

2.07 Inspections & Interviews. Permit the City CDBG or their designees to examine, inspect the work under this Contract before and after completion and interview workers. Cooperate with Agency and the City CDBG in completing progress inspections, final inspection of the work and documentation of on-site job interviews.

2.08 Payments and Lien Releases. Promptly pay all persons furnishing materials, labor, or services and deliver to Agency and the City CDBG a complete release of liens for all labor, materials and services for which a lien could be filed under this Contract.

2.09 Cooperation with Agency. Contractor will not unreasonably inconvenience any occupants of the Property during the period of the Contract.

2.10 Equal Employment Opportunity (All Contracts). During the performance of this Contract, Contractor agrees that the following conditions apply:

- (a) Contractor will not discriminate against the employee or applicant for employment because of sex, race, religion, color or national origin, ancestry, marital status, mental or physical disability, age, sexual orientation or genetics. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, race, religion, color or national origin, ancestry, marital status, mental or physical disability, age, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color or national origin, ancestry, marital status, mental or physical disability, age, or sexual orientation.
- (c) Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon such subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

2.11 Equal Employment Opportunity (Over \$10,000). During the performance of this Contract, the Contractor agrees that if the Contract amount is greater than \$10,000, the following conditions apply: Contractor will abide by the rules and regulations of Executive Order 11246, a copy of which is on file with the City, which will be duplicated for Contractor upon request. Contractor will also ensure that the applicable sections of Executive Order 11246 are incorporated in all subcontracts.

2.12 Economic Opportunities (Over \$100,000). Contractor and all subcontractors will be responsible for complying with the provisions of 24 CFR, Part 135 and the City of Santa Barbara's Section 3 Plan--"Economic Opportunities for Low and Very Low Income Persons", a copy of which is on file with the City which will be duplicated for Contractor upon request. Contractor will also ensure the provisions of the Section 3 Plan are included in all subcontracts.

2.13 Davis-Bacon Requirements. This is a federally-assisted project and Davis-Bacon requirements will be enforced. Federal Labor Standards provisions HUD-4010 is incorporated into this contract and attached as **Attachment A**. Contractors, including subcontractors, must be eligible to participate. Federal Wage Determination Number _____ is incorporated into this contract and attached as **Attachment B**.

3. AGENCY'S GENERAL OBLIGATIONS:

Agency shall:

3.01 Monitor all work performed under this Contract and inspect the work for acceptance prior to each progress payment and the final payment. Agency shall expedite all payments. Agency shall not permit any changes, additions, or deletions to this Contract or the Contract Documents without prior written approval of Contractor and the City CDBG. Any change orders must be signed by Agency, Contractor and the City CDBG.

3.02 Cooperate with Contractor to facilitate the performance of work, including the removal and replacement of rugs, coverings and furniture as necessary.

3.03 Permit Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to carry out and complete the work.

3.04 The premises are to be

- () occupied during the course of the rehabilitation work
- () unoccupied during the course of the rehabilitation work
- () partially occupied as follows:

If the premises are to be occupied, Agency will cooperate with Contractor and minimize interference with the Project.

4. ACCEPTANCE/PROJECT CLOSEOUT

4.01 Inspection. Upon receipt of a notice from Contractor that the Project is completed and ready for final inspection and acceptance, Contractor, Agency and representatives of the City CDBG shall meet at the Project site. If deficiencies are noted other than minor "punch list" corrections, Contractor shall be responsible for correcting or completing the items identified prior to the filing of a Notice of Completion.

4.02 Notice of Completion. After the City CDBG and Agency determine that all materials have been installed and all work to be performed under the Contract has been completed, except for minor "punch list" corrections, Agency shall sign a Notice of Completion and cause it to be filed with the County Recorder of Santa Barbara County.

4.04 Final Progress Payment. When all work, except for minor "punch list" corrections, has been completed, Contractor shall submit a request for the final progress payment. Agency and City CDBG shall approve a payment in an amount to bring the total payments to Contractor to ninety percent (90%) of the value of the work completed under the Contract to the satisfaction of Agency and the City CDBG, provided Contractor has provided the following:

- (a) Evidence that the City Building Permit has been signed off by the City Division of Building and Safety.
- (b) A signed "Unconditional Waiver and Release" form.

4.05 Release of Retentions. Payment of sums retained, except those retained for cause, shall be made to Contractor not sooner than thirty-five (35) days after recordation of the Notice of Completion, provided (a) an "**CONTRACTOR'S WAIVER AND AFFIDAVIT**" is received from Contractor, (b) no claims against Contractor have been filed with Agency or against the Property prior to the expiration of the thirty-five days and (c) Contractor has fully complied with all DBRA requirements. Until any such claims have been satisfied or released, sufficient funds shall be withheld from the sum due Contractor to satisfy such claims. If corrective or repair work remains or documentation is outstanding after such thirty-five day period, City CDBG and/or Agency may withhold sufficient amount to pay for completion of such work.

4.06 Payments by Agency to Third Parties. If Contractor fails to make payments required under this Contract to suppliers of materials or labor, Agency may make such payments on Contractor's behalf, and Contractor shall reimburse Agency on demand for the amount actually paid by Agency. See Section 6.07 below.

5. DISPUTE RESOLUTION

Any dispute which arises under this Contract, and which remains unresolved for fifteen (15) working days after the City CDBG has been informed in writing of the dispute by either party, shall be settled by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment may be entered on the award. Should any party refuse or neglect to appear at or participate in arbitration proceedings, the arbitrator is empowered to decide the

controversy in accordance with whatever evidence is presented. The arbitrator shall award to the prevailing party compensation for the expense of arbitration, including reasonable attorneys' fees. The decision of the arbitrator shall be final, conclusive and binding upon Agency and Contractor.

6. MISCELLANEOUS PROVISIONS

6.01 Entire Agreement. The Contract Documents contain the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by Agency, Contractor and approved by the City CDBG.

6.02 Waiver. No consent or waiver, express or implied, by either party to any breach by the other shall be deemed or construed to be consent or waiver to any other breach. Failure on the part of either party to complain of any act of the other party or to declare the other party in default, shall not constitute a waiver by such party of its rights hereunder. No payment under this Contract will be interpreted so as to imply that Agency has inspected or approved the work performed by Contractor.

6.03 Successors and Assigns. The provisions of the Contract bind both parties and their successors and assigns. Contractor shall not assign this Contract without the written consent of Agency and prior written notification to the City CDBG.

6.04 Governing Law. This Contract and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

6.05 Bankruptcy. If Contractor becomes bankrupt, or makes an assignment for the benefit of creditors, Agency has the right to cancel this Contract and have the work completed by others.

6.06 Donations of Materials and Labor. The Contractor agrees to use donated materials and volunteer labor where appropriate and providing it will not unduly compromise the quality of the finished product, and to reduce the bid/contract amount accordingly. The savings which result from using volunteer labor and donated goods and materials will be applied to the bid/contract amount.

6.07 NOTICE TO AGENCY:

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, California, 95827. Mailing address: P.O. Box 26000, Sacramento, California 95826.

Any contractor, subcontractor, laborer, supplier, or other person who helps to improve a property, but is not paid for its work or supplies, has a right to enforce a claim against the property. This means that after a court hearing, the property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if the owner of the property had paid the contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

Under the law, the owner may protect their interests against such claims by: filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the Office of the County Recorder where the property is situated and requiring that the Contractor's PERFORMANCE AND PAYMENT BOND be recorded in such office; requiring payments be made directly to subcontractors and material suppliers through a joint control agreement; issuing joint checks payable to both your contractor and subcontractors or material suppliers; or requiring your contractor to provide unconditional lien releases signed by each subcontractor, laborer, or supplier. On projects involving improvements to a single family residence or a duplex owned by individuals, persons signing these releases lose the right to file a claim against your property.

7. OTHER GOVERNMENT REQUIREMENTS

Agency and Contractor agree to comply with all applicable state and local codes, ordinances and other applicable laws and with all applicable program requirements prescribed by the City and City CDBG and to any

amendments hereafter to City CDBG program guidelines and requirements. Agency and Contractor agree to comply with all applicable federal laws and regulations including but not limited to the following:

7.01 The requirements of the City's "Nondiscrimination Certificate" attached hereto as Exhibit C and the City's "Handicapped Nondiscrimination Statement" attached hereto as Exhibit D, and both incorporated herein by reference.

7.02 The requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4006), regulations under 44 CFR, Parts 59 – 79, and the Coastal Barrier Resources Act (16 U.S.C. 3601).

7.03 The regulations of 24 CFR, Part 58 furthering the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321), and applicable related environmental authorities at 24 CFR, Part 50.4, and HUD's implementing regulations at 24 CFR, Part 50.

7.04 The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR, Part 100, Part 109, and Part 110; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR, Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1, Section 109 of title I of the Housing and Community Development Act of 1974 as codified in 24 CFR, Part 6, and will affirmatively further fair housing.

7.05 The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance.

7.06 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities, the Architectural Barriers Act of 1968 (42 U.S.C. 4151–4157) which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people, and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

7.07 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection With Assisted Projects), and with implementing regulations at 24 CFR 135.

7.08 The requirements of Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60.

7.09 Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by minority- and women-owned business enterprises.

7.10 The policies, guidelines, and requirements, as applicable, of OMB Circular Nos. A-87 (Cost Principles Applicable to Grants, Contracts and other Agreements with State and Local Governments), 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments), A-110 (Grants and other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations), A-122 (Cost Principles Applicable to Grants, Contracts and Other Agreements with Nonprofit Institutions), and audit requirements described in OMB Circular A-128 implemented at 24 CFR Part 44 and OMB Circular A-133 (Audits of Institutions of Higher Learning and Other Non-profit Institutions).

7.11 The Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR, Part 24, Subpart F, requiring provision of drug-free workplace.

7.12 The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR, Part 35, under which Section 35.115 exempts residential property that is reserved exclusively for persons with disabilities with no child less than six years of age residing or expected to reside in such housing.

7.13 Conflict of interest provisions referred to in Section 530 of the Notice of Program Guidelines 56 F.R. 4458 and 24 CFR 85.36 and 24 CFR 84.42, which provide that no person who is an employee, agent, consultant, officer, or elected or appointed official of the entity and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

7.14 The requirements of Section 104(d) of the Housing and Community Development Act of 1974, if applicable, or the requirements of the Uniform Relocation Act (42 U.S.C. 4601–4655).

7.15 The requirements of Title VI of the Civil Rights Act of 1964 (78 Statute 252). Grantee also agrees not to discriminate upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin in the sale, lease, rental use or occupancy of the real property rehabilitated with the assistance of this grant. The United States of America shall be deemed to be a beneficiary of this provision both for its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or equity or any other proper proceedings to enforce the curing of such breach.

7.16 The requirements and terms of federal laws and regulations pertaining to labor standards under Section 110(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), including but not limited to the Copeland “Anti-Kickback” Act and the Davis-Bacon Act under which Grantee, all contractors and subcontractors engaged in contracts in excess of \$2,000 are subject to the federal labor standards provision which govern the payment of wages, the ratio of apprentices and trainees to journeyworkers, and the payment of overtime compensation in accordance with and subject to the Contract Work Hours and Safety Standards Act (40 USC 327-332).

NOTE: Apprentice or trainees cannot be paid unless the apprentice or training program is certified by the State Bureau of Apprenticeship and Training. If apprentices or trainees are to be used, the contractor must provide the Agency with a copy of the State certification of the program.

7.17 The requirements set forth in 24 CFR, Part 5 regarding the prohibition of use of Debarred, suspended, or ineligible contractors and participants.

7.18 Executive order 12372 for the planning or construction (reconstruction and installation) of water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

IN WITNESS WHEREOF, Agency and Contractor have executed this Contract on the date first stated above.

_____ CONTRACTOR

BY: _____

PRINT NAME

_____ AGENCY

BY: _____

PRINT NAME AND TITLE

BY: _____

PRINT NAME AND TITLE

Exhibit C
NONDISCRIMINATION CERTIFICATE

City of Santa Barbara Nondiscriminatory Employment Certificate
S.B.M.C. 9.126

9.126.010 Certificate Generally.

Consistent with a policy of non-discrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Sections 1735 and 1777.6 of the California Labor Code, a "Contractor's Obligation for Non-discriminatory Employment Certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works. (Ord. 3500 §1(part), 1972.)

9.126.020 Contents of Certificate.

The "contractor's obligation for non-discriminatory employment" is as follows:

In performing the work of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or worker's representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's obligation for non-discriminatory employment provisions of this contract, or Fair Employment Practices statute.

(5) A finding of willful violation of the non-discriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "non-responsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial

Exhibit C
NONDISCRIMINATION CERTIFICATE

measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

(6) Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees, that should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the non-discriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

(7) The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

(a) The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the non-discrimination provision and their responsibilities under it.

(b) The Contractor shall notify all sources of employee referrals, (including unions, employment agencies, advertisements, Department of Employment) of the content of the non-discrimination provision.

(c) The Contractor shall file a basic compliance report as required by the City. Willful false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(d) The Contractor shall notify the City of opposition to the non-discrimination provision by individuals, firms or organizations during the period of this contract.

(8) Nothing contained in this Contractor's Obligation for Non-discriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

(9) (a) In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

(b) The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City. (Ord. 4465, 1987; Ord. 3500 §1(part), 1972.)

Exhibit D
HANDICAPPED NONDISCRIMINATION CERTIFICATE

1. During the term of this Agreement, Agency agrees that while performing its services, it shall:
 - a. Not exclude a qualified handicapped individual from participation in programs or activities open to the general public, regardless of the availability of permissibly separate or different programs or activities designed especially for the handicapped;
 - b. Administer programs and activities in the most integrated setting appropriate to the needs of qualified handicapped individuals;
 - c. Take appropriate steps to ensure that communications with applicants, employees, beneficiaries, and the general public are available to persons with impaired vision or hearing, through means such as brailled or taped material, telecommunication devices, televised information or other media;
 - d. Provide a qualified handicapped individual with an aid, benefit, or service that is as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others;
 - e. Not provide a different or separate aid, benefit, or service to qualified handicapped individuals or to any class of qualified handicapped individuals unless such action is necessary to provide qualified handicapped individuals with aid, benefits, or services that are as effective as those provided to others;
2. If funds are granted to the Agency for the program for which a funding application is submitted, then Agency agrees to formally adopt a policy of Handicapped Nondiscrimination satisfactory to the City Administer.
3. In the event of noncompliance with the nondiscrimination terms set forth above, or with any of said rules, regulations, this agreement may be canceled, terminated in whole or in part.



CITY OF SANTA BARBARA

FINANCE DEPARTMENT - GENERAL SERVICES DIVISION
P.O. BOX 1890
SANTA BARBARA, CA 93102-1990
PHONE (805) 564-5349 • FAX (805) 897-1977

04/10/2012
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PURCHASE ORDER

No.

PURCHASE ORDER TYPE

RSM

VENDOR INFORMATION		DELIVERY LOCATION	ORDER DATE
VENDOR C		CITY OF SANTA BARBARA ICS-BHOPS/BLDG MAINTENANCE 616 LAGUNA ST. SANTA BARBARA, CA 93101	04/10/2012
			DELIVERY
			94 DAYS
FORMAL ORDER NO.	DEPARTMENT	TERMS	BLANKET ORDER EXPIRES

CD-CDBG ADMINISTRATION

NET 30

F.O.B. INFORMATION	
DESTINATION	0650 LG CONFIRMING

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	INSTALLATION OF SECURITY LIGHTING \$6,030.50 SECURITY LIGHTING. INSTALLATION OF A SECURITY LIGHTING SYSTEM AT ORTEGA PARK. THIS PURCHASE ORDER IS IN ACCORDANCE WITH BID NO. 5144, DATED: 03/13/12 WHICH IS HEREBY INCORPORATED BY REFERENCE. WHERE THE TERMS OF THIS PURCHASE ORDER CONFLICT WITH THE TERMS OF THE BID, THE BID SHALL GOVERN. THIS IS A FEDERALLY-ASSISTED PROJECT, AND DAVIS-BACON (DBA) REQUIREMENTS WILL BE STRICTLY ENFORCED. FEDERAL LABOR STANDARDS PROVISIONS HUD-4010 IS INCORPORATED AND IS ATTACHED HERETO AS ATTACHMENT A. CONTRACTORS, INCLUDING ALL SUBCONTRACTORS AND APPRENTICES, MUST BE ELIGIBLE TO PARTICIPATE. FEDERAL WAGE DETERMINATION CA120023 IS INCORPORATED HEREIN AND IS ATTACHED	1	JOB	56030.5000	56030.50

INVOICE ADDRESSES MUST INCLUDE THE NAME OF THE DEPARTMENT THAT ORDERED THE PRODUCT OR SERVICE AND THE PURCHASE ORDER NUMBER.

CITY OF SANTA BARBARA

THIS ORDER IS EXPRESSLY LIMITED
TO THE TERMS AND CONDITIONS
ON THE FACE AND REVERSE OF
THIS PURCHASE ORDER AND ANY
BIDS OR QUOTES REFERENCED,
ATTACHED TO, OR ACCOMPANYING
THIS PURCHASE ORDER.

BY

SIGNATURES

PURCHASING AGENT

ON LAST

PAGE

PAGE

DATE

VENUE/DATE COPY

SUB TOTAL	\$
EXCISE TAX	EXEMPT
SALES TAX	\$
FREIGHT	\$
TOTAL	\$



CITY OF SANTA BARBARA
FINANCE DEPARTMENT - GENERAL SERVICES DIVISION
P.O. BOX 1990
SANTA BARBARA, CA 93102-1990
PHONE (805) 564-8349 • FAX (805) 897-1977

04/10/2012
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PURCHASE ORDER

No.

PURCHASE ORDER TYPE

RSM

VENDOR INFORMATION		DELIVERY LOCATION	ORDER DATE
VENDOR		CITY OF SANTA BARBARA ICS-SHOPS/BLDG MAINTENANCE 416 LAGUNA ST. SANTA BARBARA, CA 93101	04/10/2012
REQUISITION NO.		DEPARTMENT	TERMS
		CD-CDBG ADMINISTRATION	NET 30
			BLANKET ORDER EXPIRES

DELIVERY

54 DAYS

F.O.B. INFORMATION	
DESTINATION	0650 LG CONFIRMING

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
	HERETO AS ATTACHMENT B. PAYMENTS SHALL AT NO TIME REPRESENT MORE THAN NINETY PERCENT (90%) OF THE VALUE OF THE WORK PERFORMED. DBRA DOCUMENTATION AND CONDITIONAL LABOR AND MATERIAL RELEASES FROM ALL SUBCONTRACTORS SUPPLYING LABOR OR MATERIALS TO CONTRACTOR MUST ACCOMPANY EACH REQUEST FOR PAYMENT. PAYMENT OF ALL SUMS RETAINED, EXCEPT THOSE RETAINED FOR CAUSE, SHALL BE MADE TO CONTRACTOR NOT SOONER THAN THIRTY-FIVE (35) DAYS AFTER RECORDATION OF THE NOTICE OF COMPLETION, PROVIDED (A) AN "UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT" IN THE FORM PRESCRIBED BY SECTION 3262 OF THE CIVIL CODE IS RECEIVED FROM ALL SUBCONTRACTORS AND PERSONS SUPPLYING LABOR OR MATERIALS TO CONTRACTOR, (B) NO CLAIMS AGAINST CONTRACTOR HAVE BEEN FILED WITH AGENCY OR AGAINST THE PROPERTY PRIOR TO THE EXPIRATION OF THE THIRTY-FIVE DAYS (C) CONTRACTOR HAS FULLY COMPLIED WITH ALL DBRA REQUIREMENTS, UNTIL ANY SUCH CLAIMS				

INVOICE ADDRESSES MUST INCLUDE THE NAME OF THE DEPARTMENT THAT ORDERED THE PRODUCT OR SERVICE AND THE PURCHASE ORDER NUMBER.

CITY OF SANTA BARBARA

THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE OF THIS PURCHASE ORDER AND ANY BIDS OR QUOTES REFERENCED, ATTACHED TO, OR ACCOMPANYING THIS PURCHASE ORDER.

BY

SIGNATURES

PURCHASING AGENT

ON LAST

BUYER

PAGE

DATE

VENDOR'S COPY

SUB TOTAL	\$
EXCISE TAX	EXEMPT
SALES TAX	\$
FREIGHT	\$
TOTAL	\$



CITY OF SANTA BARBARA

FINANCE DEPARTMENT - GENERAL SERVICES DIVISION
P.O. BOX 1990
SANTA BARBARA, CA 93102-1990
PHONE (805) 564-5349 • FAX (805) 897-1877

04/10/2012
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PURCHASE ORDER
No.
PURCHASE ORDER TYPE
RSM

VENDOR INFORMATION		DELIVERY LOCATION	ORDER DATE
VENDOR 11		CITY OF SANTA BARBARA ICS-SHOPS/BLDG MAINTENANCE 616 LAGUNA ST. SANTA BARBARA, CA 93101	04/10/2012
REGISTRATION NO.		TERMS	BLANKET ORDER EXPIRES
ED-CDBG ADMINISTRATION		NET 30	

F.O.B. INFORMATION		CONFIRMING	
DESTINATION	0650 LG		

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENSION AND
	<p>HAVE BEEN SATISFIED OR RELEASED, SUFFICIENT FUNDS SHALL BE WITHHELD FROM THE MONIES DUE CONTRACTOR TO SATISFY SUCH CLAIMS. IF CORRECTIVE OR REPAIR WORK REMAINS OR DOCUMENTATION IS OUTSTANDING AFTER SUCH THIRTY-FIVE DAY PERIOD, AGENCY MAY WITHHOLD SUFFICIENT AMOUNT TO PAY FOR COMPLETION OF SUCH WORK.</p> <p>AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS, IF THIS SOLICITATION CONTEMPLATES THE PROVISION OF SERVICES TO THE PUBLIC, VENDOR SHALL, IN ADDITION TO ANY OTHER REQUIREMENTS UNDER ADA, COMPLY WITH THE TITLE II REQUIREMENTS OF THE ADA REGARDING THE ACCESSIBILITY OF CITY SERVICES AND PROGRAMS, AS AN EXPLICIT REQUIREMENT. VENDOR ASSURES THAT, AT ALL TIMES DURING THE PERFORMANCE OF ANY RESULTING PURCHASE ORDER, NO QUALIFIED INDIVIDUAL WITH A DISABILITY SHALL, BY REASON OF THAT DISABILITY, BE EXCLUDED FROM PARTICIPATION IN, OR BE DENIED BENEFITS OF, SERVICES, PROGRAMS, OR ACTIVITIES</p>				

INVOICE ADDRESSES MUST INCLUDE THE NAME OF THE DEPARTMENT THAT ORDERED THE PRODUCT OR SERVICE AND THE PURCHASE ORDER NUMBER.
CITY OF SANTA BARBARA

THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE OF THIS PURCHASE ORDER AND ANY BIDS OR QUOTES REFERENCED, ATTACHED TO, OR ACCOMPANYING THIS PURCHASE ORDER.

BY **SIGNATURES**
PURCHASING AGENT
ON LAST
BUYER
PAGE

SUB TOTAL	\$
EXCISE TAX	EXEMPT
SALES TAX	\$
FREIGHT	\$
TOTAL	\$

City of Santa Barbara Community Development Block Grant (CDBG) Bid Results

Agency: _____

Summary of bids for _____ Project No. _____
(Project Name)

Bid Opening/Advertisement Date: _____

Bidders (3 minimum)	Total Bid/Quote

Submit this form along with copies of all bids received to CD-CDBG office as soon as a contractor is selected.

Please note: Construction cannot begin until a preconstruction conference has been held and you have received the NOTICE TO PROCEED.

City of Santa Barbara
Community Development Block Grant Program

SUBGRANTEE'S REQUEST FOR REIMBURSEMENT

Subgrantee/Contractor Name: _____

Subgrantee/Contractor Address: _____

Project Name: _____

Project Address: _____

Item #	Description	Contract Total	% Complete	Total

Sub Total: _____

Less 10% Hold Back _____

Sub Total: _____

Less Paid to Date: _____

TOTAL NOW DUE: _____

APPROVED FOR PAYMENT:

Subgrantee: _____ Date: _____

CDBG Staff: _____ Date: _____

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

CALIFORNIA CIVIL CODE SECTION 3262(D)(1)

Upon receipt by the undersigned of a check from _____ In the sum of _____
(Amount of check) (Payee or Payees of check) (Maker of Check)
payable to _____ and when the check has
been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective
to release any mechanics' lien, stop notice, or bond right the undersigned has on the job of

_____ (Owner)
located at _____
(Job Description)
to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished
to _____ through _____ only and
(Your Customer) (Date)

does not cover any retentions retained before or after the release date: extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanics' lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

By:

Dated: _____

(Company name)

(Signature)

(Title)

NOTE: CIVIL CODE 3262(D)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange or , or in order to induce a payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

City of Santa Barbara
Community Development Department – CDBG CAPITAL CONSTRUCTION
CONTRACTOR'S WAIVER AND AFFIDAVIT

Agent:

Contractor:

Site Address: **Santa Barbara, CA**

Work Completed:

The undersigned hereby certifies and declares:

Contractor entered into written contract with Owner, for the work defined above.

Work, including any and all authorized change orders, was completed on _____
_____ in full compliance with all terms, conditions and specifications of said contract.

Contractor has been paid all monies due except: AND /100 DOLLARS (\$).

In consideration of payment of the balance, Contractor hereby releases Agency
from any and all claims arising under or by virtue of said contract

Contractor guarantees the work performed under the above-mentioned contract for a period of one (1)
year from completion date.

All manufacturers and suppliers written guarantees and warranties covering materials and equipment
furnished under the above-mentioned contract have been provided to Agency

All bills for labor and/or materials furnished in connection with the above-mentioned work have been
fully paid;

Any and all lien rights which Contractor may have, either as individual or as the authorized agent for the
above-mentioned business, arising out of or on account of said work, are hereby waived and shall have no
force or effect hereafter; further, Contractor certifies and declares that he/she will testify or depose before
any competent tribunal, officer or person, in any proceeding now pending or hereinafter instituted, to the
truth of each of the foregoing statements.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20_____ at Santa Barbara, California.

CONTRACTOR / AGENT

Signature of the individual who is swearing
that the contents of this document are true.

PRINT NAME

CITY OF SANTA BARBARA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Capital Construction Project Quarterly Status Report

Subgrantee Agency: _____ Project #: _____

Activity/Program Name: _____

Activity Location: _____ Grant Amount: \$ _____

Reporting Period: (check one)

☐ 1st Qtr. July 1 – Sept. 30, 2011

☐ 2nd Qtr. Oct. 1 – Dec. 31, 2011

☐ 3rd Qtr. Jan. 1 – March 31, 2012

☐ 4th Qtr. April 1 – June 30, 2012

Construction Status:
(attach additional pages as necessary)

A. Please list the project and/or construction activities that have been started or completed to date.

B. Please itemize the expenditures of CDBG funds made on this project to date.

C. Please list the project and/or construction activities that still need to be completed.

D. Anticipated date of completion? _____ If job has been delayed, provide detailed explanation.

The undersigned hereby certifies current status and that \$ _____ has been expended to date for the above named Project.

Signature _____ Date _____
Project Supervisor

THIS REPORT IS DUE WITHIN **7** DAYS AFTER THE LAST DAY OF THE
REPORTING PERIOD.

DELIVER TO: HOUSING & REDEVELOPMENT OFFICE
630 GARDEN STREET, 2ND FLOOR
MAIL TO: P.O. BOX 1990, SANTA BARBARA, CA. 93102

Sub-grantee Agency Year End Report – Page 1
For the period July 1, _____ - June 30, _____

- CDBG Construction Projects Manual
-
- Revised 4-2012

**CITY OF SANTA BARBARA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Sub-grantee Agency Year End Report – Page 2
For the period July 1, _____ - June 30, _____

10. Number of Households or Persons Assisted (please specify "H" or "P")

RACE/ETHNICITY	Unduplicated Year to Date (All)	Unduplicated Year to Date (Hispanic)
White		
Black/African American		
Asian		
American Indian or Alaska Native		
Native Hawaiian or Other Pacific Islander		
American Indian or Alaska Native AND White		
Asian AND White		
Black/African American AND White		
American Indian /Alaska Native AND Black/African American		
GRAND TOTAL RACE/ETHNICITY		
AGE	Unduplicated Year to Date	
0-18		
19-64		
65+		
GENDER	Unduplicated Year to Date	
Female		
Male		
INCOME LEVEL	Unduplicated Year to Date	
Extremely Low Income 0-30% of MFI		
Low Income 31-50% of MFI		
Moderate Income 51-80% of MFI		
Above Moderate Income 81% + of MFI		
OTHER CHARACTERISTICS	Unduplicated Year to Date	
Total Female Headed Households		
Individuals w/ Disabilities		
HOMELESS	Unduplicated Year to Date	
TOTAL HOMELESS*		
# Homeless Individuals		
# Homeless Families		
# Chronically Homeless**		
TOTAL UNDUPLICATED CLIENTS		

* Homeless individuals & families who have been assisted with transitional and permanent housing.

** Individuals that have lived in a shelter or on the streets for the last year or have had four episodes of Homelessness in the past 3 years

**CITY OF SANTA BARBARA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Sub-grantee Agency Year End Report – Page 3
For the period July 1, _____ - June 30, _____

11. Financial Summary:

Code # / Name	Budgeted	Total Spent	Balance
Salary:			
0010 Salaries	#	#	#
0050 Group Insurance	#	#	#
0060 Worker's Comp Ins.	#	#	#
0070 Retirement	#	#	#
0080 Unemployment Ins.	#	#	#
	Total \$ 0.00	Total \$ 0.00	Total \$ 0.00
Supplies/Services:			
0420 Insurance & Bonds	#	#	#
0160 Office Supplies	#	#	#
0180 Program Supplies	#	#	#
0330 Prof. Services	#	#	#
0140 Communication	#	#	#
0130 Electricity & Gas	#	#	#
0270 Bldg & Prop Rent	#	#	#
0280 Equip & Rental	#	#	#
0340 Travel/Training Mileage	#	#	#
0440 Rental Assistance	#	#	#
0480 Economic Dev	#	#	#
	Total \$ 0.00	Total \$ 0.00	Total \$ 0.00
Capital Outlay:			
1601 Construction Bldg	#	#	#
0621 Bldg Improvements	#	#	#
0641 Furniture & Equip	#	#	#
0611 Land Acquisition	#	#	#
	Total \$ 0.00	Total \$ 0.00	Total \$ 0.00
Total Expended: \$			
Total Balance: \$			

- END -